

AGREEMENT

BETWEEN

PORT JEFFERSON UNION FREE SCHOOL

DISTRICT NO. 6

AND

THE PORT JEFFERSON ADMINISTRATORS

ASSOCIATION

JULY 1, 2016 - JUNE 30, 2019

TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE I STATEMENT OF RECOGNITION..... 1

ARTICLE II ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES.....2

ARTICLE III TERMS OF EMPLOYMENT2

ARTICLE IV GRIEVANCE PROCEDURE 14

ARTICLE V LEGAL DEFENSE & COMPENSATION FOR INJURIES..... 15

APPENDIX "A"..... 18

PREAMBLE

The purpose of this Agreement is to specify the terms and conditions of employment of all the members of the bargaining unit known as the Port Jefferson Administrators Association. The Agreement by and between the Board of Education, Port Jefferson Union Free School District No. 6 (hereinafter the "Board") and the Port Jefferson Administrators Association (hereinafter called the "Administrators") shall be effective July 1, 2016 through June 30, 2019.

This Agreement shall remain in force until superseded. It may be changed with the consent of both parties.

In entering into this contract, it is recognized by both parties that the Board and the Administrators have many responsibilities beyond those which can be detailed herein. These include the common obligation to plan, to develop, to evaluate, and to report all efforts being made to provide high quality educational services to the children of the District.

The provisions contained in the Agreement constitute mutual pledges to work toward the attainment of that quality.

ARTICLE I **STATEMENT OF RECOGNITION**

The Board recognizes the Administrators as the exclusive negotiating representative of the professional education administrators of the District. These include but are not limited to: building principals, assistant principals, plant and facilities administrator, administrative assistants, and any other certified administrator.

ARTICLE II
ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

- A. The Board and the Administrators commit themselves to a minimum of two meetings per year, for the purpose of formulating common objectives and working together for the improvement of the educational program.
- B. The Board shall consult with the Administrators to avoid making contractual or other agreements which limit the ability of the Administrators to perform their duties.
- C. Decisions concerning the hiring, assignment and dismissal of building personnel will be made in consultation with the appropriate district administrators.
- D. Decisions concerning the use of buildings and grounds by non-school organizations or individuals shall be made by the Superintendent of Schools and the Board only after prior consultation with the appropriate administrators.

The Board and the Association agree that the district's administrators shall be responsible for the implementation of the procedures of the District for the selection of textbooks and instructional materials.

ARTICLE III
TERMS OF EMPLOYMENT

- A. As a general guideline, the administrative workday shall be eight hours, inclusive of lunch.
- B. The Administrators agree that participating in a reasonable number of programs and activities beyond the normal workday is a legitimate administrative responsibility.

C. It is understood that if a need is demonstrated, the Superintendent can determinate starting hours and attendance procedures, including written, sign in and out at arrival and departure for individual administrators.

D. The work year of the administrators shall be twelve months, excluding school recesses, between September 1 and June 30, when teachers do not work in accordance with established practice.

Administrators shall earn twenty-four (24) vacation days for twelve months of employment. Each administrator will take at least ten (10) days vacation in a single school fiscal year. The remaining days may be taken as the work schedule permits, and at the discretion of the administrator and the Superintendent. Vacation days will not be requested to be taken during the week following the end of school and June 30th and the last two weeks of August before September 1st, without prior approval of the Superintendent.

If administrators are required to work any day in September prior to the start of school when teachers are not required to report to work, the administrator shall receive one (1) additional vacation day for each day worked.

Administrators will be allowed to annually cash-in up to fourteen (14) unused vacation days at a rate of 1/240th of their salary. Any vacation days not taken or cashed-in, will be accrued up to a maximum of thirty (30) days. Provided notice of separation is given to the District pursuant to Article III (Q), an administrator upon resignation with at least seven (7) years of service in the District or retirement into the New York Teachers Retirement System may cash-in up to thirty (30) accrued vacation days at the rate of

1/240th of that year's salary. Requests to cash-in day(s) at the end of the fiscal year must be in writing and received in the Business Office on or before June 1.

When an Administrator's contract covers a period of less than one school year, the vacation time shall be two (2) days for each month of service during the remainder of the school fiscal year.

E. Effective July 1, 2016, the annual base compensation for administrators shall be increased by 1.5%, excluding those administrators hired with an effective date of June 30, 2016. Thereafter, the annual base compensation for administrators shall be increased by 1.5% effective July 1, 2017; and 1.5% effective July 1, 2018. The salary schedule for administrators employed as of the date of this agreement is attached (Appendix A). The salary schedule does not reference applicable tenure award(s) that are added to base salary as per paragraph "H" of this Article.

F. Equity Adjustment

Effective July 1, 2016, a one-time payment of \$5,000 shall be added to the base salary of the Director of Music and Fine Arts prior to the negotiated percentage increase for that year.

Effective July 1, 2016, a one-time payment of \$2,500 shall be added to the base salary of the Plant Facilities Administrator/Asbestos Compliance Officer prior to the negotiated percentage increase for that year.

G. 1. Longevity Increment - Eligible unit members shall be granted the following longevity payments for administrative service: a longevity increment of \$1,000 after the completion of his/her seventh (7) year of service; an additional \$1,200 at the completion of

his/her tenth (10) year of service; an additional \$1,200 at the completion of his/her twelfth (12) year of service; and an additional \$1,500 at the completion of his/her fifteenth (15) year of service. Longevity payments are not added to the administrator's base salary.

All administrators who are not eligible for the \$4,000 tenure award shall receive a \$1,500 longevity at the completion of the administrator's fifth (5) year of service. Such longevity payment shall not be added to the administrator's base salary.

2. Career Increment - Administrators shall be eligible for career increments as part of salary equal to one percent of his/her salary for each year of administrative service in the Port Jefferson Schools and one percent of his/her salary for each two years of service as an administrator outside the District. These increments shall be cumulative and payable in each of the three school years following the date on which the administrator files a request with the Board and the Superintendent.

For any year following the years in which career increments are paid, the salary of the administrators shall be computed excluding longevity increments.

The career increment may not exceed 19% in any of the three years during which it is exercised.

Each administrator shall be entitled to exercise such election only once during his/her employment in the district.

Administrators hired after July 1, 2001, shall receive said career increment, provided they are otherwise eligible, once they have completed five (5) years of administrative service with the Port Jefferson Union Free School District. Administrators hired on or after July 1, 2016 must have completed ten (10) years of administrative service to be eligible for

the career increment.

H. Tenure Award - Any probationary administrator who receives tenure shall have their base salary increased by four thousand (\$4,000) dollars in the school year in which the administrator receives tenure. If the administrator's tenure effective date is on or after May 1st, the tenure award will be provided that July 1st before the negotiated percentage increase is applied for that year. Certified unit members who are tenured as of July 1, 2016 shall receive a second tenure award of one thousand five hundred (\$1,500) dollars to be added to the base salary of the administrator after completion of the sixth (6th) year of service.

I. Each administrator shall have a full paid sick leave of fifteen (15) days per year, cumulative. Absence for family illness shall be charged against sick time. In addition, a maximum of six months catastrophic sick leave may be granted for any single illness.

On July 1st of each year, each administrator shall be notified of the exact number of sick days accumulated.

Absence for death in immediate family shall not be charged against sick time or personal leave. In such cases, the administrator will be excused for five (5) work days. Exceptions will be considered by the Superintendent.

Provided notice of separation is given to the District pursuant to Article III (Q), administrators who retire into the New York State Teachers Retirement System or voluntarily resign with at least seven (7) years of service as an administrator in the district will be reimbursed for accumulated sick days at the regular rate of pay. One day's pay will be granted for every two days of accumulated sick leave. If an administrator leaves the

district, he/she will receive 50% of accumulated sick days and shall be reimbursed at the regular rate of pay provided notice of resignation is given to the District pursuant to Article III (Q).

The administrator may be granted five (5) personal leave days during the calendar year, July 1 to June 30. Unused personal days will be added to accumulated sick leave.

Sick and personal days can only be taken in 0.5 and 1.0 increments.

J. The premium of a group life insurance plan to be selected by the Board, which permits purchase of life insurance of approximately \$100,000, for each administrator, shall be paid by the district. The plan commenced on January 1, 1982.

Each covered administrator will have \$100,000 permanent life insurance purchased and paid for by the District for a period of eight years. The District will have ownership of the policy during such period. Should a covered administrator die during the eight-year period, proceeds of the policy payable to beneficiary shall be limited to face amount less the amount of premiums paid by the District on such policy. In such case, the premium outlay shall be paid to the District by the insurer. At the end of the eighth year, the District will convey title to the policy to the insured administrator to do with as he/she determines, at which time the obligation of the district to the maintenance of such policy shall cease for all purposes.

However, the district will pay the premiums on the policy(s) of administrators currently employed for the full eight year period, even if an administrator should sooner retire.

All administrators shall, upon termination of service for any reason before the eight

years expire, have the option to assume all future responsibilities and costs of the policy drawn in his/her name. If the administrator fails to assume the policy within 30 days after termination, the obligation of the district to the maintenance of such policy shall cease for all purposes.

Each administrator employed in the district as of July 1, 1990 will be granted an additional and separate \$100,000, of permanent life insurance under the terms and conditions agreed to above.

K. After seven years of administrative employment in the Port Jefferson Schools, an administrator shall be eligible for sabbatical leave at full salary. Such leave may be taken during the calendar year or during three consecutive summers.

Requests for sabbatical leave will be granted by the Board for advanced study and/or educational travel. The primary criterion for granting such leave shall be its direct value to the educational program of the Port Jefferson School District. Seniority in the Port Jefferson School District and the improvement of administrative management skills will be considered. All requests for sabbatical leave must be submitted by February 1st.

L. The Administrators agree that extra-curricular activities constitute a significant part of the total educational experience offered to the students of the district. It recognizes further the desirability of encouraging members of the teaching staff to assume responsibility for supervising students and advising them as they engage in such activities, either as spectators or as participants.

Where there are insufficient volunteers to supervise students outside regular school

hours, in such activities as evening dances, athletic contests, concerts, dramatic performances, and the like, the building principal shall rotate assignments among the teachers of the building.

Where there are no qualified teacher candidates for the extra pay positions of coach, adviser, timer, scorer, detention/bus supervisor, tutor, chaperone, etc., administrators may apply for and may be assigned to such posts.

The Board authorizes payment to administrators for the performance of these extra duties.

The following extra-stipend positions shall be reserved for the Administrators.

Payment is authorized as indicated:

Supervising Chaperone	\$25 per hour
Overnight Trip Administrator	\$250 per day
Overnight Chaperone	\$125 per day

M. Child Care Leave -

1. An administrator who wishes to rear his or her child shall be granted unpaid leave for a period of up to two (2) full years. The administrator shall give District at least thirty (30) days notice before taking such leave. In the case of an administrator using sick leave, child care leave may commence when the doctor determines that a physical disability no longer exists.

2. After returning to work from child care leave, an administrator shall be reassigned without loss of rights. The time on child care leave shall not count toward tenure or toward advance on the salary schedule.

N. Termination of Service -

1. The probationary period under the Education Law of the State of New York with respect to tenure shall be three (3) years for all New York State certified administrators, during which period employment may be terminated in accordance with existing laws governing teacher tenure.

2. In the case of employees whose services are not required beyond June 30th of a particular year or those administrators whose positions are being abolished, notification in writing shall be given prior to April 1st.

3. Salary for time served shall be pro-rated and paid up to and including the last day of employment.

O. Tuition Fees for Administrators' Children -

The annual tuition fee for administrators' children shall be \$2,759/one child and \$5,519/two or more children for grades pre-kindergarten through grade twelve (12). Said tuition fees shall increase annually by the agreed upon percentage salary increase given to teachers for that school year. For children with special needs, additional tuition will be required based on actual cost of services provided. Registration in these grades is predicated on the assumption that there shall be adequate room based upon desired class size listed in the teachers' collective bargaining agreement. Should the District choose to add an extra section at a given grade level beyond that required to obtain desired maximums for the purposes of lowering class size to 18 or less, the acceptance of

administrators' children at that grade level shall be based on the class size of eighteen (18). If the desired class size is reached, the Superintendent shall have unfettered discretion to deny enrollment to any child of any Port Jefferson staff member.

P. Emergency Excused Absences -

Administrators may be granted an excused absence for emergency reasons by the Superintendent of Schools provided that a written request (citing such reasons) is submitted at least one (1) day prior to the absence.

Q. Health and Dental Insurance -

1. All administrators shall pay twenty percent (20%) of the premiums of a comprehensive group health, dental and vision/excess major medical plan. These plans are available to all full-time employees of the District and to part-time employees on a pro-rated basis.

Those administrators who were paying seventeen (17%) of the premiums of a comprehensive group health, dental and vision/excess major medical plan as of July 5, 2016 shall increase their contribution to eighteen percent (18%) effective July 1, 2016; nineteen percent (19%) effective July 1, 2017; and twenty percent (20%) effective July 1, 2018.

2. Any person presently enrolled in any insurance program offered by the District may waive the right to be covered and relieve the District of any obligation for paying premiums on the person's behalf. A person who waives the right to be covered shall receive one-half (1/2) the cost of the premium of his/her policy in effect at the time of

the waiver, payable at the end of the school year. Effective January 1, 2014, the health insurance buy-out shall be capped at the declination rates in effect for the 2013-14 school year, which are:

Medical: Individual Coverage - \$3,925.77 and Family Coverage - \$8,671.92

Dental: Individual Coverage - \$322.98 and Family Coverage - \$887.40

Excess/Vision: Individual Coverage - \$79.38 and Family Coverage - \$195.36

Such waivers must be renewed annually upon proper written application submitted no later than June 30th. If a person rejoins any insurance program during the school year, that person shall receive any payment for any portion of the premium.

Rejoining any insurance program shall be permitted due to extenuating circumstances unforeseen at the time the original waiver was executed, such as change in marital status, death in family, financial hardship, etc. A person who wishes to rejoin must submit a written application. A joint determination, based on the merits, shall be made by the Superintendent of Schools and the President of the Association.

The Association acknowledges that the requirements of NYSHIP Employee Benefits Division Policy Memo 122r3 relating to eligibility for the waiver buyout shall go into effect on January 1, 2014, for this unit. The parties agree that if NYSHIP rescinds, revokes or amends any portion of this NYSHIP Policy Memo for all its participating subdivisions, or the Policy Memo is deemed unlawful as a result of judicial or administrative order, the preceding sentence will be of no effect and will be considered removed from this agreement and any formal contract, and replaced with any amended NYSHIP Policy Memo, if any is

issued, relating to this matter of eligibility for the waiver buyout.

R. Notice of Retirement/Resignation -

Unit members who intend to retire and/or resign from the District shall provide a minimum of ninety (90) school days written notice to the Superintendent of such retirement or resignation as a condition precedent to receiving sick leave and vacation payout pursuant to Article III(D) and (H) of the collective bargaining agreement. The Superintendent, after discussion with the Administrators Association may waive the above notification requirement upon written notice of extenuating circumstances. Entitlement to payment for accrued vacation and accumulated sick leave under this contract shall be limited to administrators who retire from the District into the New York State Teachers Retirement System and/or administrators who voluntarily resign from the District with at least seven (7) years of service as an administrator in the District. Unit members who are excused or resign in lieu of denial of tenure or commencement of a disciplinary proceeding shall be entitled to payment despite not meeting the requisite years of service. An administrator who is terminated by the District pursuant to Education Law Sections 3012 and or 3020-a shall not be entitled to this payment.

S. AED/CPR Training -

Full-time unit members who obtain AED/CPR certification provided at District expense shall be paid an annual stipend of \$250, prorated based on the date certification obtained.

ARTICLE IV
GRIEVANCE PROCEDURE

Grievance Procedure shall be as in New York State Law, which is interpreted in this Agreement as follows:

- A. No administrator shall file a formal grievance without first having discussed the complaint with his/her immediate supervisor.
- B. If the administrator's complaint is not satisfied at the informal level, he/she may file a written grievance within five work days with his/her immediate supervisor, who shall discuss the grievance with the aggrieved administrator within five days after it has been presented to his/her. The immediate supervisor shall respond in writing within five working days after the discussion.
- C. If the aggrieved administrator is not satisfied with the immediate supervisor's decision, within five work days after the receipt of such decision, the administrator may file his/her grievance with the Superintendent.

Within five work days of receipt of said grievance, the Superintendent will meet with the administrator in an effort to resolve the grievance. The Superintendent shall respond in writing within five work days after the discussion.

- D. If the aggrieved administrator is not satisfied with the Superintendent's decision, within five work days after the receipt of such decision, the administrator may file his/her grievance with the Board.

Within ten work days of receipt of such grievance, the Board or committee of the Board will meet with the administrators in an effort to resolve the grievance.

The decision of the Board shall be transmitted in writing to the administrator following the next regularly scheduled Board of Education meeting.

E. The aggrieved administrator may request that the Administrators submit the grievance to arbitration. The Administrators shall determine whether the grievance is meritorious. It may submit the grievance to arbitration by written notice to the District within ten (10) days of the Level 3 decision.

The Administrators and the District shall select an arbitrator through the American Arbitration Association.

The arbitrator selected shall confer with the District and the aggrieved administrator, or his/her Designee within twenty (20) days from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth findings, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

ARTICLE V
LEGAL DEFENSE & COMPENSATION FOR INJURIES

A If criminal or civil proceedings are brought against an administrator, alleging that he/she committed an assault while in the course of his/her employment, the Board will, upon request, provide legal counsel to defend in such proceeding.

B. The Board agrees to save harmless and protect administrators from financial loss

and will provide for their defense, arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such administrator at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board, pursuant to the procedures set forth in Sections 3023, 3028, and 3811 of the Education Law.

C. Whenever an administrator is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment, for which he/she is eligible to receive Worker's Compensation payments, full salary will be paid for the period of absence, less the amount of any Worker's Compensation award made for the disability due to said injury. No part of such absence will be charged to accumulated sick leave. The Board may request a reasonable number of physical examinations by the District Medical Officer.

D. The Board will provide protection of administrators by reimbursement of cost of replacing or repairing dentures, eyeglasses, and similar physical aids not covered by Worker Compensation, destroyed or lost as the result of any injury sustained in the course of his/her employment.

E. The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal property, damaged or destroyed incidental to employment, provided loss is not caused by negligence of the claimant.

WITNESS WHEREOF, the parties have executed this Agreement.

**PORT JEFFERSON
ADMINISTRATORS ASSOCIATION**

**PORT JEFFERSON UNION FREE
SCHOOL DISTRICT**

By  Ed. D.
President

By 
Superintendent of Schools

By 
President, Board of Education

Port Jefferson, New York
March __, 2017

APPENDIX A

Title	2016/2017	2017/2018	2018/2019
Director of Health, Physical Education & Athletics	130,000	131,950	133,929
Director of Music & Fine Arts	121,510	123,332	125,182
Elementary Principal	144,314	147,978	150,198
Middle School Principal	139,055	141,141	143,258
High School Principal	142,100	144,232	146,395
High School Assistant Principal	111,650	113,325	115,025
Middle School/Elementary School Assistant Principal	111,650	113,325	115,025
Plant Facilities Administrator	130,387	132,343	134,328
Director of Special Education	142,100	144,232	146,395